

# EXHIBIT A

**SUMMONS**

**STATE OF TENNESSEE**

**CIRCUIT COURT OF BEDFORD COUNTY**

**STUART R. KELLERMAN AND WIFE,**  
**KAILA KELLERMAN,**

Plaintiffs

VS.

**THE SHERWIN - WILLIAMS COMPANY,**  
**an Ohio Corporation,**

Defendant

**CIVIL ACTION**

NO. 2015 - CV - 12917

**SUMMONS**

To the above named Defendant:

**The Sherwin-Williams Company**  
**(By service of process by and through its**  
**Registered Agent)**  
**Corporation Service Company**  
**2908 Poston Avenue,**  
**Nashville, TN 37203-1312**

You are hereby summoned and required to serve upon **S. Todd Bobo, BOBO, HUNT, WHITE & BURK**, Plaintiffs' attorney, whose address is P. O. Box 169, Shelbyville, TN 37162-0169, an answer to the complaint, a copy of which is herewith served upon you, within thirty (30) days after service of this summons upon you exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

Witness, MICHELLE MURRAY, Clerk of said Court, at office this March 5, 2015.

**MICHELLE MURRAY**  
Clerk

By: Maide Arnold  
Deputy Clerk

(This summons is issued pursuant to Rule 4 of the Tennessee Rules of Civil Procedure.)

## RETURN ON SERVICE OF SUMMONS

I hereby certify and return that on the \_\_\_\_ day of \_\_\_\_\_, 2015, I sent, postage prepaid, by U. S. Certified Mail, return-receipt requested, a copy of this Summons and a copy of the Complaint to **Corporation Service Company, as registered agent for The Sherwin-Williams Company**, the Defendant. On the \_\_\_\_ day of \_\_\_\_\_, 2015, I received the return receipt for said Certified Mail, which had been signed on the \_\_\_\_ day of \_\_\_\_\_, 2015. Said return receipt is attached to this original Summons and both documents are being sent herewith to the Circuit Court Clerk for filing.

Sworn to and subscribed before me on  
this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
S. Todd Bobo, Attorney for Plaintiff

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

ATTACH  
RETURN  
RECEIPT  
HERE

No. \_\_\_\_\_

STATE OF TENNESSEE

STUART R. KELLERMAN AND WIFE,  
KAILA KELLERMAN,

VS.

THE SHERWIN-WILLIAMS COMPANY,  
An Ohio Corporation

SUMMONS IN CIVIL ACTION

Issued the \_\_\_\_ day of \_\_\_\_\_, 2015.

MICHELLE MURRAY, Clerk

By: \_\_\_\_\_

Deputy Clerk

### NOTICE TO THE DEFENDANT:

Tennessee law provides a four thousand dollar (\$4,000) personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible and school books. Should any of these items be seized, you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

IN THE CIRCUIT COURT OF BEDFORD COUNTY, TENNESSEE

STUART R. KELLERMAN AND WIFE,  
KAILA KELLERMAN,

PLAINTIFFS,

VS.

THE SHERWIN-WILLIAMS COMPANY,  
an Ohio Corporation,

DEFENDANT.

NO. 2015-CV-12917

COMPLAINT

Come now the Plaintiffs, *STUART R. KELLERMAN and wife, KAILA KELLERMAN*, and sue the Defendant, *THE SHERWIN-WILLIAMS COMPANY*, and would show unto the Court the following:

1. That the Plaintiffs, *STUART R. KELLERMAN and wife, KAILA KELLERMAN*, are owners of a certain residence in Bedford County, Tennessee. The Defendant, *THE SHERWIN-WILLIAMS COMPANY*, is a corporation doing business in the State of Tennessee, with an office at 200 Lane Parkway, Shelbyville, Tennessee.

2. That Defendant *THE SHERWIN-WILLIAMS COMPANY* has a Registered Agent, Corporation Service Company, located at 2908 Poston Avenue, Nashville, TN 37203-1312.

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WHITE & NANCE  
SUITE 202  
REGIONS BANK BLDG.  
P.O. BOX 169  
SHELBYVILLE, TN 37162

3. That the incident giving rise to this action occurred in Shelbyville, Bedford County, Tennessee, therefore, venue is proper in Bedford County, Tennessee.

4. That the residence of Plaintiffs *STUART R. KELLERMAN and wife, KAILA KELLERMAN*, is situated on a tract of real estate owned by Plaintiffs, located at 258 Blue Stocking Hollow Road, in Shelbyville, Bedford County, Tennessee. That said residence was constructed as a custom cedar home with exposed cedar siding being originally stained to provide a unique custom wood grain appearance.

5. That on or about September 15, 2013, during regular maintenance of the residence, the Plaintiffs contacted the Defendant to purchase a stain product for the proper maintenance of their custom cedar home.

6. That Mark Craft, an agent and employee of the Defendant, made multiple visits to the residence of Plaintiffs and recommended a Sherwin-Williams product to be applied to said residence.

7. That Mark Craft, as agent and employee of the Defendant, represented that the product would last from four (4) to five (5) years and would provide the wood grain appearance that the custom home had originally.

8. That upon the recommendation of Defendant's agent, Plaintiffs purchased said product and had it properly applied to their residence.

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9. That contrary to the representations of the Defendant's agent, the stain application began to wear off and fade in approximately six (6) to eight (8) months from the application.

10. That the Plaintiffs have had repeated contact with the Defendant, by and through its agent, to correct this problem but to no avail.

11. That Defendant *THE SHERWIN-WILLIAMS COMPANY* intentionally misrepresented the quality of the product and the intended use of the product that was eventually sold to Plaintiffs *STUART R. KELLERMAN and wife, KAILA KELLERMAN*, for staining their home.

12. That Defendant *THE SHERWIN-WILLIAMS COMPANY* negligently misrepresented the quality and purpose of the product that was eventually sold to Plaintiffs *STUART R. KELLERMAN and wife, KAILA KELLERMAN*, for staining their home.

13. That Plaintiffs *STUART R. KELLERMAN and wife, KAILA KELLERMAN*, have attempted to seek help to repair the aforementioned problems through third-party contractors, but have been unsuccessful.

14. That as a result of the negligent misrepresentation, or intentional negligent misrepresentation of Defendant *THE SHERWIN-WILLIAMS COMPANY*, the Plaintiffs were induced to purchase the specific type of stain recommended by Defendant *THE SHERWIN-WILLIAMS COMPANY*, and said product caused

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damages to the residence of Plaintiffs *STUART R. KELLERMAN and wife, KAILA KELLERMAN*.

15. That by the actions set forth herein, Defendant *THE SHERWIN-WILLIAMS COMPANY* has violated the Tennessee Consumer Protection Act.

16. That as a result of the negligent misrepresentation, intentional misrepresentation, fraud in the inducement, breach of contract, and violation of the Tennessee Consumer Protection Act by Defendant *THE SHERWIN-WILLIAMS COMPANY*, Plaintiffs *STUART R. KELLERMAN and wife, KAILA KELLERMAN*, have suffered damages in the amount of Seventy-five Thousand and No/100 Dollars (\$75,000.00).

WHEREFORE, PREMISES CONSIDERED, PLAINTIFFS PRAY:

1. That Defendant *THE SHERWIN-WILLIAMS COMPANY* be served with process and be required to answer within the time prescribed by law.

2. That damages in the amount of Seventy-five Thousand and No/100 Dollars (\$75,000.00) be awarded to Plaintiffs *STUART R. KELLERMAN and wife, KAILA KELLERMAN*, for the removal and repair of exterior wood siding, prepping and staining of all new wood, and any other miscellaneous costs involved in the repair of the above-mentioned damage to the residence of Plaintiffs *STUART R. KELLERMAN and wife, KAILA KELLERMAN*.

3. That treble damages be awarded to Plaintiffs *STUART R. KELLERMAN and wife, KAILA KELLERMAN*, resulting from Defendant *THE*

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**SHERWIN-WILLIAMS COMPANY'S** violation of the Tennessee Consumer Protection Act.

4. That attorneys' fees be awarded to Plaintiffs **STUART R.**

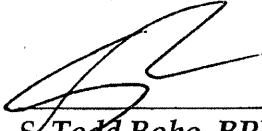
**KELLERMAN and wife, KAILA KELLERMAN.**

5. That pre-judgment and post-judgment interest, along with the costs of this action, be awarded to Plaintiffs **STUART R. KELLERMAN and wife, KAILA KELLERMAN.**

6. For any such other, further, and general relief to which Plaintiffs **STUART R. KELLERMAN and wife, KAILA KELLERMAN,** may be entitled.

*Respectfully submitted,*

**BOBO, HUNT, WHITE & BURK**

  
\_\_\_\_\_  
**S. Todd Bobo, BPR #020645**

**Attorney for Plaintiffs  
202 Regions Bank Bldg.  
P. O. Box 169  
Shelbyville, TN 37162  
(931) 684-4611**

**SURETY BOND**

We, **BOBO, HUNT, WHITE & BURK,** are surety for all the costs in this cause.

**BOBO, HUNT, WHITE & BURK**

  
By: \_\_\_\_\_  
**S. Todd Bobo**

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